

1:05-bk-13673

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TENNESSEE  
SOUTHERN DIVISION

IN RE: JESSE RANDAL DAVIDSON  
DEBTOR(S)

NO:  
CHAPTER 13

CHAPTER 13 PLAN

X *Original*       *Amended*

*Dated:* June 9, 2005

**1. Payments and Term.**

The debtor will pay the chapter 13 trustee \$1236.00 per month for 60 months by wage order and the following additional monies: \_\_\_\_\_.

**2. Priority Claims (including administrative expenses).**

(a) All administrative expenses under 11 U.S.C. §§503(b) & 1326 will be paid in full, including fees to the debtor's attorney in the amount of \$1,600.00, less \$0.00 previously paid by the debtor.

(b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. §507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance the filed claim.

**3. Secured Claims.**

(a) *Cramdowns.* The holders of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claims that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(a) below.

| <u>Creditor</u>              | <u>Collateral</u> | <u>Value</u>     | <u>Monthly Payment</u> | <u>Interest Rate</u> |
|------------------------------|-------------------|------------------|------------------------|----------------------|
| <b>Dalton Whitfield Bank</b> | <b>Infinity</b>   | <b>\$1650.00</b> | <b>\$286.00</b>        |                      |

(b) *Surrender.* The Debtor will surrender the following collateral and the creditor will have an allowed deficiency claim which will be paid as unsecured under paragraph 4(a) below.

| <u>Creditor</u> | <u>Collateral to Be Surrendered</u> |
|-----------------|-------------------------------------|
|-----------------|-------------------------------------|

(c) *Long-Term Mortgages.* The holders of the following mortgage claims will retain their liens and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection. The amount of any maintenance payment to be paid pursuant to 11 U.S.C. §1322(b)(5), is fixed herein for the term of the plan (subject to adjustment for escrows) and is binding upon all parties. Increases in the monthly maintenance payments during the life of the plan will be paid by the indicated payer. The secured creditor must be advised of the need for monthly change promptly. The creditor requesting an increase in monthly maintenance payment shall not include any amounts that

should be part of an arrearage claim as part of the proposed maintenance payment. Pursuant to 11 U.S.C. §1322(b)(3), and (10) all maintenance payments shall be deemed current upon conclusion of the case or discharge, and all post-petition defaults are waived. No late charges shall accrue on any secured claim which is maintained in this plan or during this case pursuant to §1322(b)(5). Pursuant to 11 U.S.C. §1322(b)(3) any secured creditor that fails to file a claim waives any default or charges resulting from non-payment.

| <u>Creditor</u>              | <u>Estimated<br/>Arrearage</u> | <u>Arrearage<br/>Interest Rate</u> | <u>Arrearage<br/>Monthly Payment</u> | <u>Maintenance<br/>Payment</u> | <u>Maintenance<br/>Payments<br/>Begin:</u> |
|------------------------------|--------------------------------|------------------------------------|--------------------------------------|--------------------------------|--------------------------------------------|
| <b>Dalton Whitfield Bank</b> | <b>\$0.00</b>                  |                                    | <b>\$15.00</b>                       | <b>\$660.73</b>                | <b>7/05</b>                                |
| <b>Dalton Whitfield Bank</b> | <b>\$0.00</b>                  |                                    | <b>\$15.00</b>                       | <b>\$450.00</b>                | <b>7/05</b>                                |

(d) *De Novo Review.* Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later. If no objection is filed within the time stated, the validity of the security interest and/or the perfected lien is established by confirmation and is binding on all parties.

**4. Unsecured Claims.**

(a) *Nonpriority.* Except as provided in subparagraph (b) and in paragraph 6 below, nonpriority unsecured claims will be paid: **100% for 60 months.**

(b) *Post-petition.* Claims allowed under 11 U.S.C. § 1305 will be paid in full.

**5. Executory Contracts and Unexpired Leases.** Except the following which are assumed, all executory contracts and unexpired leases are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above:

| <u>Other Party to Contract</u> | <u>Property Description</u> | <u>Treatment by Debtor</u> |
|--------------------------------|-----------------------------|----------------------------|
|--------------------------------|-----------------------------|----------------------------|

**6. Special Provisions.** (such as cosigned debts, debts paid by third party, student loans, special priority debts)

/s/ Kenneth C. Rannick  
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